

ORDINANCE No. 118081

COUNCIL BILL No. 111143

AN ORDINANCE relating to the Key Tower, creating the Key Hall Subfund as a subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower, authorizing contract extensions and amendments; directing reimbursement to the Administrative Services Operating Fund; calling for presentation of planning and status reports; and making an appropriation from the General Fund, all by a three-fourths vote of the City Council.

OK

COMPTROLLER FILE No. \_\_\_\_\_

|  |                                 |
|--|---------------------------------|
| Introduced:<br>2-26-96                 | By:<br>Choe                     |
| Referred:<br>2-26-96                   | To:<br>Finance & Budget         |
| Referred:                              | To:                             |
| Referred:                              | To:                             |
| Reported:<br>APR - 3 1996              | Second Reading:<br>APR - 3 1996 |
| Third Reading:<br>APR - 3 1996         | Signed:<br>APR - 3 1996         |
| Presented to Mayor:<br>APR - 4 1996    | Approved:<br>APR - 9 1996       |
| Returned to City Clerk:<br>APR 10 1996 | Published:<br>Little            |
| Vetoed by Mayor:                       | Veto Published:                 |
| Passed over Veto:                      | Veto Sustained:                 |

Law Department

The City of Seattle--L

INDEXED

REPORT OF

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully

Finance Committee

3/30/96 PASS 2-1 divided report

4/1/96 Held until Wed. Apr

Full Council vote

Committee

Law Department

Special Meeting

The City of Seattle--Legislative Department

INDEXED

REPORT OF COMMITTEE

Date Reported  
and Adopted

Honorable President:

Your Committee on

to which was referred the within Council Bill No.

report that we have considered the same and respectfully recommend that the same:

Finance Committee

3/20/96 PASS 2-1 divided report

4/1/96 Held until Wed. April 3, 1996. Motion by Cope

Full Council vote 8-1 Notland

Committee Chair

MP:jk:JLC  
March 21, 1996

ORDINANCE 118081

AN ORDINANCE relating to the Key Tower, creating the City Hall Subfund as a subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower; authorizing contract extensions and amendments; directing reimbursement to the Administrative Services Operating Fund; calling for presentation of planning and status reports; and making an appropriation from the General Fund, all by a three-fourths vote of the City Council.

WHEREAS, ORDINANCE 117739 authorized acquisition of Key Tower subject to conditions in said Ordinance; and

WHEREAS, Resolution 29176 adopted recommendations of the Citizens' Advisory Panel which included development of a long-term vision for the municipal complex and improvements to public access to and areas of Key Tower; and

WHEREAS, closing of the acquisition, within said conditions, was completed January 12, 1996; and

WHEREAS, effective upon closing, the City assumed operation of Key Tower, subject to the conditions expressed in Ordinance 117739; and

WHEREAS, a subfund of the General Fund is the preferred method of controlling and tracking, in the Seattle Financial Management System, expenses and revenues associated with ownership of Key Tower; and

WHEREAS, Key Tower has monthly operating costs, capital expenditures, tenant improvement costs, debt service and management expenses associated with it; and

WHEREAS, the Director of Administrative Services contracted for real estate services and facilities planning assistance from The Seneca Real Estate Group and Craig Kinzer and Company; and

WHEREAS, the transition to City ownership and completion of development of our long-term vision for the municipal complex requires further consultation services; Now, therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There is hereby established a subfund within the General Fund, entitled the City Hall Subfund. All revenues derived from Key Tower, including rents from private tenants, other public tenants, and City departments; parking revenues; and all other sources, shall be deposited in said subfund. All expenses associated with Key Tower, including but not limited to operations, asset and property management, tenant improvements, capital improvements, leasing activity, and City management and planning for City occupancy, shall be paid from said subfund, either directly or through

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1 reimbursement of other City funds, subfunds, or accounts. The Director of Finance may establish such  
2 accounts and subaccounts as he or she deems appropriate from time to time for accounting purposes.

3 Section 2. The expenditure allowance in the 1996 Budget for the Department of Administrative  
4 Services is hereby increased by the conditional appropriation of Fifteen Million Two Hundred Thousand  
5 Dollars (\$15,200,000), or as much thereof as may be necessary, from unexpended and unencumbered  
6 balances in the City Hall Subfund of the General Fund that have been derived from rents and other  
7 revenues attributable to Key Tower. No part of this appropriation may be encumbered or expended  
8 except under the condition that there is sufficient unencumbered balance of such rents and revenues in  
9 the City Hall Subfund at the time the encumbrance or expenditure is about to be made. This  
10 appropriation is solely for paying expenses associated with Key Tower. Any part of this appropriation  
11 remaining unexpended and unencumbered at the end of 1996 shall carry forward from year to year until  
12 fully expended.

13 Section 3. The foregoing appropriation is made to meet actual necessary expenditures of the  
14 City for which insufficient appropriations have been made due to causes which could not reasonably  
15 have been foreseen at the time of the adoption of the 1996 Budget.

16 Section 4. The City Hall Subfund shall make periodic payments to the Bond Interest and  
17 Redemption Fund in amounts necessary to pay the principal of and interest on all debt incurred by the  
18 City for acquisition of or enhancements to Key Tower as such payments become due.

19 Section 5. The Director of Administrative Services is hereby authorized to execute contracts,  
20 leases or other such agreements necessary for operation and management of Key Tower, consistent with  
21 the City's plan for ultimate occupancy and within the appropriation authority of the Department of  
22 Administrative Services.

23 Section 6. The Director of Administrative Services is hereby authorized to amend and extend its  
24 contract with The Seneca Real Estate Group and Craig Kinzer and Company, within the Department's  
25 appropriation authority, to provide for real estate consulting services related to the transition to City  
26 ownership of Key Tower and the completion of the long-term municipal complex plan.  
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**INSERT AT LINE 27, PAGE 2, COUNCIL BILL 111143**

The Consultants shall not be the City's exclusive broker for any leases negotiated with tenants during the term of this contract. Any leases for tenants shall be reviewed and approved by the Mayor and City Council Finance and Budget Committee based on criteria including but not limited to the following: 1) the ability to generate minimum revenue requirements 2) the ability to meet appropriate space available that will not hamper the City's ability to meet its scheduled move-in, and 3) the ability to retain or attract jobs deemed important to meet the City's economic development goals.

**Amendment to Council Bill 111143 introduced and adopted by a vote of 8-1 at the Full Council Special Meeting of April 3, 1996, 2:00 p.m.**



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1 Section 7. The Administrative Services Fund (DASO) shall be reimbursed by the City Hall  
2 Subfund for payroll and other expenses incurred after acquisition of Key Tower on January 12, 1996,  
3 associated with staff assigned to management of and planning for City occupancy of Key Tower, and for  
4 any other necessary post-acquisition expenses incurred by the DASO related to Key Tower. The  
5 reimbursement amount for expenses shall be as determined by the Director of Finance and reviewed by  
6 the Chair of the Finance Committee based upon documentation submitted by the Director of DAS, and  
7 shall be within the City Hall Subfund appropriation authority of DAS.

8 Section 8. The Director of Administrative Services is requested to present to the Mayor and City  
9 Council, not later than July 31, 1996, a plan for the long-term vision of the municipal complex, projected  
10 City occupancy of Key Tower, and for improvements to public access to and areas of Key Tower.

11 Section 9. The Director of Administrative Services is requested to present annually to the Mayor  
12 and City Council a report on and plan for Key Tower, detailing financial status and projections, and an  
13 updated building occupancy plan, including status of leased space and projected City occupancy.

14 Section 10. Any act consistent with the authority and prior to the effective date of this ordinance  
15 is hereby ratified and confirmed.  
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1 Section 11. This ordinance shall take effect and be in force thirty (30) days from and after its  
2 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after  
3 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by a three-fourths vote of all the members of the City Council the 3 day of  
5 April, 1996, and signed by me in open session in authentication of its  
6 passage this 3 day of April, 1996.

7  
8 Jan Drago  
9 President of the City Council

10 Approved by me this 9 day of April, 1996.

11  
12 Mournan Brice  
13 Mayor

14 Filed by me this 10 day of April, 1996.

15  
16  
17 Jessith E. Pappas  
18 City Clerk

19  
20 ref: FacSvcs Ord/Agree Disk #6 (Key.Ord)  
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AMENDMENT NO. 2 for AGREEMENT

for

Consultant Services for Real Estate Analyses

BETWEEN

THE CITY OF SEATTLE, a municipal corporation, hereinafter referred to as the "City" as represented by the Department of Administrative Services (DAS) and the director thereof,

and

THE SENECA REAL ESTATE GROUP, INC. and CRAIG KINZER and COMPANY, firms authorized to do business in the State of Washington, hereinafter referred to as the "Consultant".

The following Articles for the Agreement for Consultant Services for Real Estate Services dated June 8, 1995 are amended as described. All other Articles of the original Agreement remain in effect.

Article 3

**The Consultant's Services and Responsibilities**

**1.9 BUILDING OPERATIONS**

The Consultants shall provide guidance to City staff and assist the City in the transition to ownership and management of Key Tower. Services shall include, but are not limited to, the following services:

Develop a lease renegotiation strategy and review proposed leases to ensure consistency of the lease terms with the current market conditions and the impact of the lease on the City's desired occupancy schedule for Key Tower;

Establish performance standards for, and assess the performance of, the owner representative and the property manager, relative to the financial and operational performance of Key Tower;

Develop leasing and operational guidelines in accordance with the Owner Representative Agreement for Key Tower;

Evaluate strategy developed by asset manager for existing service contracts, including projected costs, and projected plan and schedule for bidding contracts;

Review the 1996 and 1997 operating budgets and spending forecasts, and conduct periodic financial analyses of the building performance to assess consistency with the financial analysis for purchase of Key Tower; and

Review lease escalation calculations to ensure consistency with applicable industry standards.

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Article 3

**The Consultants' Compensation and Reimbursement**

- 3.1.5 For services under Sections 1.9, the City shall pay to the Consultants a sum of \$10,000 from January 13, 1996 through February 12, 1996, and an hourly rate of \$35 - \$180 per hour (as listed below) thereafter, up to a maximum amount of \$40,000 for the period beginning January 13, 1996 and ending July 12, 1996, unless otherwise extended or terminated as provided in Section 5.1 below.

|                      |                   |
|----------------------|-------------------|
| Administrative Staff | \$ 35.00 per hour |
| Accounting Staff     | \$ 65.00 per hour |
| Financial Analyst    | \$125.00 per hour |
| Principal            | \$180.00 per hour |

Article 5

**Contract Time**

- 5.1 This Amended Agreement shall be effective upon the transfer to the City of title to Key Tower and shall terminate six (6) months after the effective date hereof. Notwithstanding the foregoing, the City shall have the right to terminate this Amended Agreement with thirty (30) days prior written notice to the Consultants.

THE SENECA REAL ESTATE GROUP

THE CITY OF SEATTLE  
DEPT. OF ADMIN. SERVICES

By: \_\_\_\_\_  
Signature Date

Stevens U. Trainer  
Type or Print Name

Principal  
Title

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

City of Seattle Business License Number: 151 205 000

CRAIG KINZER AND COMPANY

By: \_\_\_\_\_  
Signature Date

Craig E. Kinzer  
Type or Print Name

City of Seattle Business License Number: 16059700

Funded By: Administrative Services

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# Legislative Department Seattle City Council



March 22, 1996

TO: All Councilmembers

FROM: Anne Takekawa

RE: Finance & Budget Committee Divided Report C.B. 111143

An ordinance relating to the Key Tower, creating the City Hall Subfund as a subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower; authorizing contract extensions and amendments; directing reimbursement to the Administrative Services Operating Fund; calling for presentation of planning and status reports; and making an appropriation from the General Fund, all by a three-fourths vote of the City Council.

## BACKGROUND

This ordinance creates a subfund of the General Fund in which lease, parking and other revenues would be deposited and from which building expenses would be disbursed. The ordinance makes a conditional appropriation of \$15.2 million to the expenditure allowance in the 1996 budget for DAS solely for paying expenses associated with Key Tower. The amount is based on the projected gross revenues for the building adjusted to reflect current information. Any unexpended or unencumbered funds will be carried forward yearly until fully expended.

The ordinance authorizes the Director of DAS to expend monies from the Subfund and to execute contracts, leases or other agreements necessary for the operation and management of Key Tower. Additionally, the Director of DAS is authorized to amend and extend the contract with The Seneca Real Estate Group and Craig Kinzer and Company for real estate consulting services related to the transition to City ownership of Key Tower and the completion of the long-term municipal complex plan.

The ordinance requires the Director of DAS to report annually on the status of the Subfund and to present a plan for the long-term vision of the municipal complex to Mayor and City Council by July 31, 1996.

## MAJORITY REPORT (M.C., C.C.)

The majority believes this legislation creates the management system for the Key Tower Facility and that the projection of revenues and costs to be consistent with the financial

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analysis presented to Council last summer. Any conflict of interest issues should best be addressed in a separate resolution.

**MINORITY REPORT (J.N.)**

The minority is concerned that there are conflict of interest issues if the entity that consults with the City on its master plan and its space related needs is also our real estate broker who receives a commission when we purchase or sell property.

divrept2.doc

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Original  
contract,  
passed in  
1995

## AGREEMENT

for

Consultant Services for Real Estate Analyses

## BETWEEN

The City of Seattle, a municipal corporation, hereinafter referred to as the "City"; as represented by the Department of Administrative Services (DAS) and the Director thereof,

and

The Seneca Real Estate Group, Inc. and Craig Kinzer & Co., firms authorized to do business in the State of Washington, hereinafter referred to as the "Consultants."

## BECAUSE

The City requires assistance in evaluating the potential purchase of AT&T Gateway Tower (hereinafter referred to as the "Project").

## THEREFORE

The Consultant shall provide professional services for the Project and the City shall compensate the Consultant and provide information and services all in the interest of the Project and all in accordance with the following:

## TERMS AND CONDITIONS

- Article 1 - The Consultant's Services and Responsibilities
- Article 2 - The City's Services and Responsibilities
- Article 3 - The Consultant's Compensation and Reimbursement
- Article 4 - Construction Budget and Definition of Costs
- Article 5 - Contract Time
- Article 6 - Ownership of Documents
- Article 7 - Auditing
- Article 8 - Compliance with Law
- Article 9 - Non-Discrimination and Affirmative Action in Employment
- Article 10 - Women's and Minority Business Enterprise Utilization
- Article 11 - Indemnification and Insurance
- Article 12 - Legal Relations
- Article 13 - Termination

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## Article 1

### **The Consultant's Services and Responsibilities**

#### **1.1 GENERAL SCOPE**

The Consultants shall assist the City in assessing the overall feasibility and cost effectiveness of acquiring AT&T Gateway Tower, and, if so directed by the City, in negotiating for the actual purchase of the building on behalf of the City.

#### **1.2 ACQUISITION OF AT&T GATEWAY TOWER**

##### **1.2.1 In accordance with Section 1.1, the Consultants shall perform the following specific tasks:**

- Provide communication liaison on behalf of the City with the building's owner/representative relating to schedule, terms and data collection specific to AT&T Gateway Tower. Outline negotiation strategy options for the City in order that the City may take full advantage of opportunities to acquire the building.
- Assist City staff in analyzing its overall downtown space needs, including the departments currently located in the Municipal, Public Safety, Dexter Horton, Arctic, and Alaska Buildings. Develop long-term relocation plans for City agencies and departments, so as to best accommodate the City's adjacency needs while minimizing costs to the City.
- Perform, or coordinate with others (both City staff and other consultants) in the performance of all due diligence required to analyze AT&T Gateway Tower, including, but not limited to analyses of all leases, contracts, easements and other encumbrances, building systems, space plans and studies, title reports, and building operating income and expenses.
- At the direction of the City, negotiate the terms of acquisition and assist in the closing of any AT&T Gateway transaction. Ensure City Law Department and/or outside legal counsel is adequately involved in document review and analyses.

##### **1.2.2 The Consultants shall perform all such other assignments and duties on behalf of the City as the City shall request through separate Addendum(s) to this Agreement.**

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### 1.3 FINANCIAL ANALYSES

- 1.3.1 The Consultants shall quantify the total cost to the City of a purchase of AT&T Gateway Tower on ten (10), twenty (20), and thirty (30)-year bases. The Consultants shall also, in coordination with the Department of Finance and the Office of Management and Planning, analyze the cash flow, fund planning, and financing option impacts for each time frame.
- 1.3.2 The Consultants shall review all financial study assumptions and data requirements with not only DAS, but also with the City's Director of Finance, Office of Management and Planning, and any non-City consultant(s) used to confirm analyses.
- 1.3.3 The Consultants' cost analyses shall include:
- Purchase price
  - Renovation and tenant improvement costs
  - Operating and maintenance costs
  - Moving costs
  - Periodic capital costs
  - Cash flow impacts/fund source impacts
- 1.3.4 The Consultants shall assess the costs of acquiring AT&T Gateway Tower in comparison with other possible alternatives for the City's downtown facilities needs.
- 1.3.5 The Consultants shall work with DAS, the Department of Finance and the Office of Management and Planning in developing financial analysis assumptions to ensure credibility and accuracy of comparisons.

### 1.4 PROGRESS REVIEW

The Consultants shall meet with designated Department of Administrative Services staff as necessary to review the progress of the project and to discuss findings and recommendations.

### 1.5 NEGOTIATIONS, CONTRACT EXECUTION AND CLOSING

- 1.5.1 The Consultants shall negotiate on behalf of the City its purchase of AT&T Gateway Tower.
- Develop/draft documents for purchase
  - Assist with closing

### 1.6 DISPOSITION OR REUSE OF EXISTING FACILITIES

- 1.6.1 As a part of this contract, the Consultants shall assist the City in the formulation of options for the City relative to existing City-owned buildings and/or property, including, but not limited to, disposition, reuse, renovation, and new construction in the event the City acquires AT&T Gateway Tower.

1.7 ADDITIONAL SERVICES

Any Additional Services requested by the City beyond those authorized in this contract must be confirmed in writing with an estimate of maximum obligation of the City based on the rates set forth in Article 3. An agreement must be reached before any obligation is incurred and an Amendment to the contract executed before payments are made.

1.8 USE OF RECYCLED CONTENT PAPER

The Consultant shall, whenever practicable, use recycled content paper on all documents submitted to the City.

**Article 2**

**The City's Services and Responsibilities**

2.1 The City shall, at its own expense, furnish to the Consultants the following information:

- Estimate of costs of new construction
- Plans, studies, or other data related to projected City facility needs
- Operating and maintenance costs for existing City-owned downtown buildings
- Cash flow, Fund Source and debt management information

2.2 The City shall review the Consultants' work as expeditiously as possible for the Consultants' to meet the project time schedule.

2.3 If requested by the Consultants, the City will execute a Letter of Representation in a form to be provided by the Consultants.

2.4 The City shall furnish such legal, accounting, and auditing services required to monitor, facilitate, and control the work to be performed hereunder.

**Article 3**

**The Consultants' Compensation and Reimbursement**

The City shall compensate the Consultants for services performed under this Agreement as follows:

3.1 AT&T GATEWAY TOWER

3.1.1 For services under Sections 1.2 through 1.6 (excluding Section 1.2.2) relating to the acquisition of AT&T Gateway Tower, a retainer of \$20,000 per month beginning with the effective date of this Agreement and extending through December 31, 1995, unless extended by the City beyond that date, or terminated by the City with thirty (30) days prior written notice to the Consultants.

3.1.2 Out of pocket expenses incurred in performing the services necessary to the Project and approved by the City will be reimbursed monthly at actual cost when supported by

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proper billing and invoices.

- 3.1.3 In the event the City purchases AT&T Gateway Tower, it is understood that the Consultants will receive from the City of Seattle a Fee of three quarters of one percent of the Purchase Price of the Building, capped at a maximum amount of \$750,000 which is three quarters of one percent of \$100,000,000. Previous compensation from Section 3.1.1 paid to the Consultants under this contract will be reimbursed by the Consultants to the City against such Fee at the time of payment. Such reimbursement will be made upon receipt of the Fee payment by the Consultants.
- 3.1.4 The Consultants' request for payment shall be made monthly to the Director of Municipal Facilities and shall clearly define the amounts of the compensation and reimbursable expenses, if any. It shall be in the form as prescribed by the Director of Municipal Facilities.
- 3.2 OTHER ASSIGNMENTS AND DUTIES
- 3.2.1 For services under Section 1.2.2 (other assignments and duties) compensation shall be added or modified as mutually agreed upon by the City and Consultants.
- 3.2.2 Any such addition or modification per Section 3.2.1 shall be added as an addendum to this contract at the time such services are requested.

#### Article 4

##### **Construction Budget and Definition of Costs**

- 4.1 Maximum Allowable Contract Cost (MACC) is not established. Construction is not authorized under this Agreement.

#### Article 5

##### **Contract Time**

- 5.1 Upon execution by the City, this Agreement will become effective January 1, 1995 and extend through closing of the purchase of AT&T Gateway Tower by the City. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement with thirty (30) days prior written notice to the Consultants.

#### Article 6

##### **Ownership of Documents**

- 6.1 Drawings and reports produced under this contract are and shall remain the property of the City whether or not the Project for which they are made is implemented, unless otherwise agreed to in writing by the City.

#### Article 7

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### **Auditing**

- 7.1 The Consultant shall permit the City, from time to time as the City Auditor or the Director of Administrative Services deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at any and all reasonable times in King County, Washington, or at such other reasonable location as the City Auditor selects, all pertinent books and records of the consultant and any subconsultants or other person or entity that has performed work in connection with or related to the Consultant's services under this Agreement to verify the accuracy of accounting records including trust accounts; and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof, upon the City Auditor's or Director of Administrative Services' request. The Consultant shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Consultant's services under this Agreement.

### **Article 8**

#### **Compliance with Law**

- 8.1 **GENERAL REQUIREMENT:** The Consultant, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.
- 8.2 **LICENSES AND SIMILAR AUTHORIZATIONS:** The Consultant, at no additional expense to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- 8.3 **TAXES:** The Consultant shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Consultant's interest in this Agreement and any leasehold interest deemed to have been created thereby under Ch. 82.29A RCW.
- 8.4 **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Consultant is providing services, programs, or activities to City employees or members of the public as part of this Agreement, the Consultant shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

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## Article 9

### **Non-Discrimination and Affirmative Action in Employment**

- 9.1 During the performance of this Agreement, the Consultant agrees as follows:
- 9.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon bona fide occupational qualification. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- 9.1.2 The Consultant will, prior to commencement and during the term of this Agreement, furnish to the Director of the Department of Administrative Services or his/her designee, upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the Consultant in implementing the terms of this provision, and will permit access to its records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of the Department of Administrative Services for the purposes of investigation to determine compliance with this provision.
- 9.1.3 If, upon investigation, the Director of the Department of Administrative Services finds probable cause to believe that the Consultant has failed to comply with any of the terms of these provisions, the Consultant will be so notified in writing. The Director of Administrative Services shall give the Consultant an opportunity to be heard within ten (10) days. After hearing and considering the Consultant's response to the findings (if any), the Director will make a final decision as to whether the Consultant has failed to comply with the provisions of this Agreement. If the Director's final decision is that the Consultant has failed to comply with the provisions of this Agreement, he/she may suspend this Agreement and/or withhold any funds due or to become due to the Consultant pending compliance by the Consultant with the terms of these provisions.
- 9.1.4 Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.
- 9.1.5 The provisions of subsections 9.1.1 through 9.1.4 of this Agreement shall be inserted into all subcontracts for work covered by this Agreement.

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## Article 10

### **Women's & Minority Business Enterprise Utilization**

- 10.1 **GENERAL:** No women's business enterprise (WBE) or minority business enterprise (MBE) set-aside percentages have been established for this Agreement.

During the term of this Agreement, the Consultant shall:

- 10.1.1 Meet the WBE and MBE set-asides established in this Agreement, if any.
- 10.1.2 Make affirmative efforts to utilize WMBEs in performing the Agreement, whether as subconsultants, suppliers, or in any other capacity;
- 10.1.3 Require that all subconsultants make affirmative efforts to utilize WMBEs in performance of the Agreement;
- 10.1.4 Maintain records reasonably necessary for monitoring compliance with the provisions of SMC 20.46A, and submit such information as may be requested by the City's Director of Administrative Services in order to monitor and enforce compliance; and
- 10.1.5 Require that subconsultants maintain records reasonably necessary for monitoring the subconsultant's compliance with the provisions of SMC 20.46A and that the subconsultants submit such information as may be requested by the City's Director of Administrative Services in order to monitor and enforce compliance.

- 10.2 **CHANGES IN WMBE SET-ASIDE REQUIREMENTS:** The Contract Compliance Section of DAS shall evaluate whether the set-aside percentages for this Agreement should be modified whenever:

- a. The original Agreement is under \$15,000 and is subsequently amended to over \$15,000.
- b. There is any amendment in an amount equal to or exceeding \$15,000.

The Consultant shall be responsible for meeting the WBE and MBE set-aside percentages established by the Contract Compliance Section of DAS for this Agreement and for all applicable amendments to this Agreement.

- 10.3 **LIQUIDATED DAMAGES:** This Agreement hereby incorporates by reference SMC 20.46A (the "Women's and Minority Business Utilization Ordinance"). The failure of the Consultant or any subconsultant to comply with any of the requirements of the SMC 20.46A shall be a material breach of contract. The purpose of Seattle's WMBE Program is to provide a prompt remedy for the effects of past discrimination. The City in general, and its WMBE Program in particular, are damaged when a contract, or portion of a contract, to be performed by a WBE or MBE is not actually performed by a WBE or MBE in compliance with SMC 20.46A. Because the actual amount of

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such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the unmet dollar amount of any WBE or MBE set-aside will fairly compensate the City for resulting delays in carrying out the purpose of the Program, the costs of meeting utilization targets through additional contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation.

#### Article 11

#### **Indemnification and Insurance**

- 11.1 **INDEMNIFICATION:** The Consultant hereby agrees to indemnify, save harmless and defend the City from all claims, demands, suits, judgments and liability (including attorney's fees, losses, costs, and expenses of any kind) arising out of, in connection with, or incident to the acts, errors, or omissions of the Consultant, its agents, and employee in performing the work required by this Agreement, except that each party shall be solely responsible for all damages arising from its own negligent acts. The indemnification provided for in this section shall survive any termination or expiration of this Agreement. The Consultant further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.
- 11.2 **ERRORS AND OMISSIONS; CORRECTIONS:** The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or deficiencies in designs, drawings, specifications, and other consultant services, immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.
- 11.3 **INSURANCE:** Prior to undertaking any work under this Agreement, the Consultant, at no expense to the City, shall obtain and file with the Department of Administrative Services, acceptable evidence of a policy or policies of insurance, as enumerated below. Acceptable evidence of insurance coverage includes Declaration pages, the policy, and all forms and endorsements to the policy.
1. A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:
    - Premises/Operations Liability
    - Products/Completed Operations
    - Personal/Advertising Injury
    - Contractual Liability
    - Explosion, Collapse and Underground Property Damage

Said policy must provide the following minimum coverage:

Bodily Injury and Property Damage -  
\$1,000,000 per occurrence,  
\$1,000,000 annual aggregate.

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Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

2. A policy of commercial automobile liability, including coverage for owned, non-owned, leased or hired vehicles.

Such policy must provide the following minimum coverage:

Liability -  
\$300,000 per accident.

3. A policy of professional liability insurance ("errors and omissions"). Such policy must provide the following minimum coverage:

Liability -  
\$1,000,000 each occurrence.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the termination of this Agreement, and the Consultant shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Consultant shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

The above policy or policies, endorsements thereto, and subsequent renewals:

- a) shall be subject to approval by the City's Risk Manager as to company (must be rate A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington broker or agent), form and coverage and primary to all other insurance the City may secure, and
- b) must protect the City within the policy limits from any and all claims and risks in connection with any activity performed by the Consultant by virtue of this Agreement, and
- c) must be maintained in full force and effect throughout the entire term of this Agreement, and
- d) must name The City of Seattle as an additional insured (excluding professional liability). The following evidence will be acceptable:
  - 1) An additional insured endorsement issued on an Issuance Services Office (ISO) form naming "The City of Seattle, its officers, elected officials, employees, agents, and volunteers" as an

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additional insured. The endorsement must also be signed by an authorized representative of the insurance company and include the policy number and name of the insured on the endorsement.

- 2) A blanket policy or endorsement clause adding as additional insureds anyone for whom the Consultant is required to provide insurance under a contract or permit.
- 3) An additional insured endorsement containing the following provision:

"The City of Seattle its officers, elected officials, employees, agents and volunteers are an additional insured for all coverages provided by this policy and shall be fully and completely protected to the extent provided in said policy for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation in connection with any activity performed by the Consultant (except for professional liability) by virtue of the provisions of that Agreement between the City of Seattle and Seneca Real Estate Group, Inc. and Craig Kinzer & Co. entitled Consultant Services for Real Estate Analyses, dated January 1, 1995.

"The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle."

- e) must also include a "separation of insureds: or severability of interests" clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suite is brought."

Failure of the Consultant to comply with any of the terms of the above insurance provisions shall be considered a material breach of this Agreement and cause for its immediate termination.

## Article 12

### Legal Relations

- 12.1 CONTRACTUAL RELATIONSHIPS: This Agreement does not constitute the Consultant as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

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- 12.2 NO SUBCONTRACTING: The Consultant shall not subcontract or assign any of the work covered by this Agreement other than those subcontracts proposed in writing by the Consultant in its' proposal without prior written approval by the Director of Administrative Services.
- 12.3 INVOLVEMENT OF FORMER CITY EMPLOYEES: The consultant agrees to inform the City of any former City officer or employee who terminated City office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the work under this Agreement. The consultant further agrees that no work under this Agreement will be done by a former City officer or employee who terminated City office or employment in the last twelve (12) months and who, in the course of official City duties, was involved in, participated in or acted on any matter related to this Agreement.
- 12.4 NO CONFLICT OF INTEREST: The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is or will be involved in the Consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner, any parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.
- 12.5 ADDRESSES FOR NOTICE AND DELIVERABLE MATERIALS: All notices and other material to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:
- To the City: Department of Administrative Services  
Director of Architecture and Engineering  
618 Second Avenue, 14th Floor  
Seattle, Washington 98104
- To the Consultant: The Seneca Real Estate Group, Inc.  
1201 Third Avenue, Suite 2350  
Seattle, Washington 98101
- Craig Kinzer & Co.  
1201 Third Avenue, Suite 2350  
Seattle, Washington 98101
- or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.
- 12.6 AMENDMENTS: No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

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- 12.7 EXECUTORY AGREEMENT: This Agreement will not be considered valid until executed by the City and signed by the Director of Administrative Services or his/her authorized designee.
- 12.8 BINDING EFFECT: The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 12.9 APPLICABLE LAW; VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- 12.10 REMEDIES CUMULATIVE: Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.
- 12.11 CAPTIONS: The titles of sections are for convenience only and do not define or limit the contents.
- 12.12 INVALIDITY OF PARTICULAR PROVISIONS: A judicial determination that any term, provision, condition, or other portion of this Agreement, or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.
- 12.13 NO WAIVER: No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Consultant shall not be deemed a waiver of any right or the acceptance of defective performance.
- 12.14 ASSIGNMENT OF CONTRACT: Any assignment of the entire contract must be approved by the City by amendment of the contract.
- 12.15 ENTIRE AGREEMENT: This agreement, including the exhibits and addenda attached hereto and forming a part hereof (if any), are all of the covenants, promises, agreements, and conditions either oral or written, between the parties.

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### Article 13

#### Termination of Agreement

##### 13.1 TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

##### 13.2 TERMINATION FOR REASONS BEYOND CONTROL OF PARTIES

Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

##### 13.3 NOTICE

Notice of termination pursuant to Subsections 13.1 and 13.2 hereof, shall be given by the party terminating this Agreement to the other not less than five (5) days prior to the effective date of termination.

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IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affixing their signatures below.

THE SENECA REAL ESTATE GROUP,  
INC.

THE CITY OF SEATTLE  
DEPT. OF ADMINISTRATIVE SERVICES

By Steve U. Trainer 5.30.95  
Steve Trainer Date

By Kenneth J. Nakatsu 6/8/95  
Kenneth J. Nakatsu Date

CRAIG KINZER & CO.

By Craig Kinzer 5/20/95  
Craig Kinzer Date

City of Seattle Business License Number 151205000 (Seneca)

City of Seattle Business License Number 160597 000 (Kinzer)

Authorized by Ordinance No. \_\_\_\_\_

Funded by: \_\_\_\_\_

ref: Fac Svcs Consultant Contract #10 (GATEWAY)

May 17, 1995

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## AMENDMENT NO. 1 to AGREEMENT

for

Consultant Services for Real Estate Analyses

BETWEEN

THE CITY OF SEATTLE, a municipal corporation, hereinafter referred to as the "City," as represented by the Department of Administrative Services (DAS) and the Director thereof,

and

THE SENECA REAL ESTATE GROUP, INC. and CRAIG KINZER & CO., firms authorized to do business in the State of Washington, hereinafter referred to as the "Consultants."

BECAUSE

The City requires assistance in evaluating the potential purchase of Key Tower (formerly known as AT&T Gateway Tower), hereinafter referred to as the "Project."

The following Articles are amended as described. All other Articles of the original Agreement remain in effect.

### Article 1

#### **The Consultants' Services and Responsibilities**

- 1.2.1(a) The Consultants shall subcontract portions of the due diligence analysis related to the acquisition of Key Tower as follows:
- The firm of Mahlum & Nordfors McKinley Gordon in conjunction with its consultants Streeter/Dermanis, Lerch Bates, and KPFF (hereinafter referred to collectively as the "Subconsultants") shall perform the necessary Architectural, Elevator & Escalator, and Structural analyses as outlined in Exhibit A of the attached Standard Form of Agreement Between Owner and Architect dated August 1, 1995 between The Seneca Real Estate Group, Inc. and Mahlum & Nordfors McKinley Gordon (hereinafter referred to as the "O/A Contract").
  - The firm of Streeter/Dermanis shall perform additional work related to improved access to Key Tower on an hourly basis over and above the compensation described in Article 8.2 of the O/A Contract.

### Article 3

#### **The Consultants' Compensation and Reimbursement**

- 3.1.1(a) For services under Sections 1.2.1(a), the Consultants will be reimbursed for the Subconsultants' time based on the hourly billing rates outlined in Articles 8 and 9 of the attached O/A Contract not to exceed a Guaranteed Maximum of Eighty-Five Thousand Two Hundred Fifty-Seven and no/100 Dollars (\$85,257.00).

As stated in Article 9 of the O/A Contract, twenty percent (20%) of the maximum fee of \$87,257, or \$17,000, shall be allocated to subconsultants certified as MBE or WBE.

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- 3.1.2(a) Out of pocket expenses incurred by the Subconsultants in performing the due diligence analyses described in Section 1.2.1(a) that are necessary to the Project and approved by the City shall be reimbursed to the Consultants in accordance with Articles 7 and 8 of the O/A Contract when supported by proper billing and invoices.

#### Article 5

##### Contract Time

- 5.1.1 Upon execution by the City, this Amended Agreement will become effective August 1, 1995 and extend through closing of the purchase of Key Tower by the City. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement with thirty (30) days prior written notice to the Consultants.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signature below.

THE SENECA REAL ESTATE  
GROUP, INC.

THE CITY OF SEATTLE

By: Steve Trainer 10/23/95  
Steve Trainer Date

By: Kenneth J. Nakatsu 10/20/95  
Kenneth J. Nakatsu Date  
Director  
Department of Administrative Services

CRAIG KINZER & CO.

By: Craig Kinzer 10/23/95  
Craig Kinzer Date

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MP:jk:SLC  
2/22/96  
kytwrfd4.ord

ORDINANCE \_\_\_\_\_

AN ORDINANCE relating to the Key Tower, creating the City Hall Subfund as a subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower; authorizing contract extensions and amendments; directing reimbursement to the Administrative Services Operating Fund; calling for presentation of planning and status reports; and making an appropriation from the General Fund, all by a three-fourths vote of the City Council.

WHEREAS, ORDINANCE 117739 authorized acquisition of Key Tower subject to conditions in said Ordinance; and

WHEREAS, Resolution 29176 adopted recommendations of the Citizens' Advisory Panel which included development of a long-term vision for the municipal complex and improvements to public access to and areas of Key Tower; and

WHEREAS, closing of the acquisition, within said conditions, was completed January 12, 1996; and

WHEREAS, effective upon closing, the City assumed operation of Key Tower, subject to the conditions expressed in Ordinance 117739; and

WHEREAS, a subfund of the General Fund is the preferred method of controlling and tracking, in the Seattle Financial Management System, expenses and revenues associated with ownership of Key Tower; and

WHEREAS, Key Tower has monthly operating costs, capital expenditures, tenant improvement costs, debt service and management expenses associated with it; and

WHEREAS, the Director of Administrative Services contracted for real estate services and facilities planning assistance from The Seneca Real Estate Group and Craig Kinzer and Company; and

WHEREAS, the transition to City ownership and completion of development of our long-term vision for the municipal complex requires further consultation services; Now, therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There is hereby established a subfund within the General Fund, entitled the City Hall

Subfund. All revenues derived from Key Tower, including rents from private tenants, other public

tenants, and City departments; parking revenues; and all other sources, shall be deposited in said

subfund. All expenses associated with Key Tower, including but not limited to operations, asset and

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1 property management, tenant improvements, capital improvements, leasing activity, and City  
2 management and planning for City occupancy, shall be paid from said subfund, either directly or through  
3 reimbursement of other City funds, subfunds, or accounts. The Director of Finance may establish such  
4 accounts and subaccounts as he or she deems appropriate from time to time for accounting purposes.

5 Section 2. The expenditure allowance in the 1996 Budget for the Department of Administrative  
6 Services is hereby increased by the conditional appropriation of *Fifteen Million Two Hundred*  
*THOUSAND DOLLARS (\$15,200,000)*  
7 *Thousand Dollars (\$14,700,000)*; or as much thereof as may be necessary, from unexpended and  
8 unencumbered balances in the City Hall Subfund of the General Fund that have been derived from rents  
9 and other revenues attributable to Key Tower. No part of this appropriation may be encumbered or  
10 expended except under the condition that there is sufficient unencumbered balance of such rents and  
11 revenues in the City Hall Subfund at the time the encumbrance or expenditure is about to be made. This  
12 appropriation is solely for paying expenses associated with Key Tower. Any part of this appropriation  
13 remaining unexpended and unencumbered at the end of 1996 shall carry forward from year to year until  
14 fully expended.

15 Section 3. The foregoing appropriation is made to meet actual necessary expenditures of the  
16 City for which insufficient appropriations have been made due to causes which could not reasonably  
17 have been foreseen at the time of the adoption of the 1996 Budget.

18 Section 4. The City Hall Subfund shall make periodic payments to the Bond Interest and  
19 Redemption Fund in amounts necessary to pay the principal of and interest on all debt incurred by the  
20 City for acquisition of or enhancements to Key Tower as such payments become due.

21 Section 5. The Director of Administrative Services is hereby authorized to execute contracts,  
22 leases or other such agreements necessary for operation and management of Key Tower, consistent with

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1 the City's plan for ultimate occupancy and within the appropriation authority of the Department of  
2 Administrative Services.

3 Section 6. The Director of Administrative Services is hereby authorized to amend and extend its  
4 contract with The Seneca Real Estate Group and Craig Kinzer and Company, within the Department's  
5 appropriation authority, to provide for real estate consulting services related to the transition to City  
6 ownership of Key Tower and the completion of the long-term municipal complex plan.

7 Section 7. The Administrative Services Fund (DASO) shall be reimbursed by the City Hall  
8 Subfund for payroll and other expenses incurred after acquisition of Key Tower on January 12, 1996,  
9 associated with staff assigned to management of and planning for City occupancy of Key Tower, and for  
10 any other necessary post-acquisition expenses incurred by the DASO related to Key Tower. The  
11 reimbursement amount for expenses shall be as determined by the Director of Finance *and reviewed by the chair of the Finance Committee*  
12 documentation submitted by the Director of DAS, and shall be within the City Hall Subfund  
13 appropriation authority of DAS.

14 Section 8. The Director of Administrative Services is requested to present to the Mayor and  
15 City Council, not later than July 31, 1996, a plan for the long-term vision of the municipal complex,  
16 projected City occupancy of Key Tower, and for improvements to public access to and areas of Key  
17 Tower.

18 Section 9. The Director of Administrative Services is requested to present annually to the  
19 Mayor and City Council a report on and plan for Key Tower, detailing financial status and projections,  
20 and an updated building occupancy plan, including status of leased space and projected City occupancy.

21 Section 10. Any act consistent with the authority and prior to the effective date of this ordinance  
22 is hereby ratified and confirmed.

AMEND  
PASS  
3-0

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Section 11. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

Mayor

Filed by me this 13 day of July, 1999

City Clerk

ref: I:\munilaw\slg\projects\bonds\kwtwrfd3.ord

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ROUTING SLIP FOR REQUEST FOR LEGISLATIVE ACTION

Originating Department: Administrative Services

Council Sponsor: \_\_\_\_\_

Date: February 12, 1996

Subject: AN ORDINANCE creating the City Hall Subfund, which is a subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower; authorizing the Director of Administrative Services to draw from such fund; amending the 1996 General Fund Budget; and making appropriation from the General Fund.

Date  
Received

Date  
Forwarded

OMB: \_\_\_\_\_

Law: \_\_\_\_\_

Legislation should be routed in the order listed.

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ORD.RT  
E Disk

# City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director  
Norman B. Rice, Mayor

February 14, 1996

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT      Administrative Services

SUBJECT:      AN ORDINANCE creating the City Hall Subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower; authorizing the Director of Administrative Services to draw from such fund; amending the 1996 General Fund Budget; and making appropriation from the General Fund.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Monica Power at 684-8076.

Sincerely,

Norman B. Rice  
Mayor

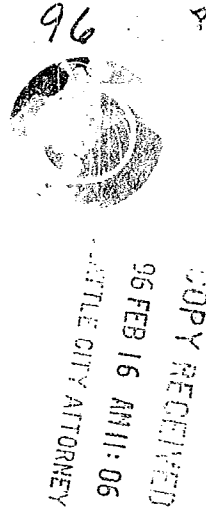
by



Tom Tierney, Director

legis:power57

Enclosure



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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY  
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

*Martha Chase*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

66729  
City of Seattle, City Clerk

—SS.

No. ORDINANCE 11

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:DT 118081

was published on

04/12/96

The amount of the fee charged for the foregoing publication is the sum of \$ , which amount has been paid in full.

Subscribed and sworn to before me on

Notary Public for the State of Washington,  
residing in Seattle

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on April 3, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-6344.

ORDINANCE NO. 118081

Relating to the Key Tower, creating the City Hall Subfund as a subfund within the General Fund, for deposit of revenues from and payment of expenses for Key Tower, authorizing contract extensions and amendments, directing reimbursement to the Administrative Services Operating Fund; calling for presentation of planning and status reports; and making an appropriation from the General Fund, all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIP, PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, April 12, 1996.  
4/12/96(66729)

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